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The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page xii.

NOTICE TO SUBSCRIBERS.—The Index to Vol. 73 (Part II), accompanied our issue of the 25th January last and should be returned with the numbers for binding (see advertisement on page ii). The prepaid Annual Subscription to Vol. 74 (£2 12s.) became due on 1st January.

VOL. LXXIV. **Saturday, March 22, 1930.**

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Current Topics.

The New Director of Public Prosecutions.

IN SUCCESSION to Sir ARCHIBALD BODKIN, who has retired, Mr. EDWARD HALE TINDAL ATKINSON has been appointed to the office of Director of Public Prosecutions. The announcement has come somewhat as a surprise, nevertheless we believe the appointment to be in every way an excellent one. Certainly the new Director has not had that long experience of criminal prosecution which was possessed by each of his immediate predecessors, Sir ARCHIBALD BODKIN and Sir CHARLES MATHEWS, both of whom were for many years prosecuting counsel at the Old Bailey, but Mr. TINDAL ATKINSON's practice, both in criminal and civil cases, has been such as to qualify him for the efficient discharge of the new duties which will now fall to him. Indeed, the fact that he has not been so completely identified professionally with criminal prosecutions may be accounted a point in his favour, inasmuch as he will come to his new tasks with a mind more detached and unprejudiced in deciding when proceedings should, and when they should not, be initiated. Mr. TINDAL ATKINSON belongs to a family which has already given several of its members to legal and judicial work. Both his grandfather and father were county court judges, while his uncle, Sir EDWARD TINDAL ATKINSON, K.C., after a distinguished career as an advocate, was appointed a Railway Commissioner, a post from which he only recently retired on the ground of ill-health. Sir ARCHIBALD BODKIN, who has been Director of Public Prosecutions since 1920, has given ten years of valuable service in an office of the highest importance, where little public credit is given for its efficiency, but which is subject to the severest criticism in the event of the slightest error in tact or judgment. He is now sixty-eight years of age and we wish him many years of health to enjoy his well-earned rest.

"A Paradise for Advocates."

THIS IS the phrase recently employed by Mr. CHARLES E. HUGHES, the new Chief Justice of the Supreme Court of the United States, to describe the World Court at The Hague, of which, till lately, he was a distinguished member. That august tribunal was so described because counsel are there permitted to take as long as they please in the presentation of their arguments, and are permitted to perform their task without interruption from the Bench. Judicial heckling is not to be commended, and we know that BACON long ago declared that "an overspeaking judge is no well-tuned cymbal"; but while a court whose members sit absolutely passive and give no indication of the working of their minds may in a sense be called a paradise for the advocates who practise before it, it by no means follows that it is an ideal tribunal for arriving at a correct decision of the matter in dispute. A pregnant question from the Bench has often completely changed the tenor of an argument. If such a material question arises in the mind of a judge, and does not otherwise emerge, but is not put to counsel, no answer can be presented, with, it may be, unfortunate results. There is much to be said in favour of the principle underlying the picturesque phrase of Mr. UPJOHN, K.C., in *Rex* v. *Local Government Board* [1914] 1 K.B. 160, 193, as to "the bound and rebound of ideas and arguments between the Bench and the Bar.'

How the World Court's Judgments are Prepared.

BESIDES DEALING with the World Court from the point of view of the Bar, Mr. HUGHES made some interesting references to the manner in which the judgments of the tribunal are prepared. It appears that, periodically, during the course of the argument, each judge is supplied with a shorthand transcript of what has been said, and at the close of the arguments the court goes into conference for the purpose of determining any preliminary questions that may be involved. Then a day is fixed for the submission of preliminary or tentative opinions. Each judge, without consultation with his brethren, prepares his opinion on the facts and law. This having been done, the opinions are filed with the Registrar and circulated in confidence to all the members of the court. A day or two are given for their consideration and eventually the court meets in consultation and each point is taken, discussed and voted upon. Two members of the court are then selected by secret ballot to join the President in drafting the judgment which, when put in form, is circulated; a few days are given to the other members to file any amendments and these are considered in conference, and voted upon till the judgment is finally settled by the majority. We believe that a somewhat similar procedure, although not quite on the same elaborate scale, obtains in the Judicial Committee of the Privy Council, and there is much to be said in favour of its more general adoption by legal tribunals. There is, of course, the drawback that it takes more time, but it has the obvious advantage of being the judgment of the whole court and there are no dissenting opinions which, though interesting and sometimes intellectual masterpieces, are distracting to the person who looks for a clear statement of the law.

Profit from Isolated Transaction.

THE QUESTION as to whether the benefit arising from a particular transaction is assessable for income tax came before

the House of Lords in *Jones* v. *Leeming*, *The Times*, 19th inst. In this connexion it is provided by the Income Tax Act, 1918, Sched. D, that "1. Tax under this schedule shall be charged in respect of—(*a*) the annual profits or gains arising or accruing . . . (ii) to any person residing in the United Kingdom from any trade, profession, employment, or vocation whether the same be respectively carried on in the United Kingdom or elsewhere; . . . (*b*) all interest of money, annuities, and other annual profits or gains not charged under Schedules A, B, C or E, and not specially exempted from tax . . . 2. Tax under this Schedule shall be charged under the following cases respectively; that is to say:—Case 1.—Tax in respect of any trade not contained in any other Schedule . . . Case VI.—Tax in respect of any annual profits or gains not falling under any of the foregoing cases, and not charged by virtue of any other Schedule." In the above-mentioned case, the respondent joined with three other parties in the acquisition of an option on a rubber estate in Malay. The General Commissioners for Income Tax found that the object of the parties was not to hold the property as an investment, but solely to turn it over again at a profit. So far as the respondent was concerned, the transaction was an isolated one. The option was duly sold to a public company which was formed for the purpose, and the respondent was entitled to a quarter share of the net profits of the transaction. The House of Lords, affirming the decisions of the Court of Appeal and Mr. Justice ROWLATT, held that the respondent was not liable to income tax in respect of his share of the profits arising from the transaction in question. As Lord BUCKMASTER pointed out in the course of his judgment: Could the profits made in this case be described as income? Were the respondent a company promoter or were his business associated with purchase and sale of estates, wholly different considerations would apply. It was purely an affair of capital; there was no difference between it and what might have happened had the respondent bought shares in two companies which were going to be amalgamated, and then sold equivalent shares in the amalgamated company at a profit; an accretion to capital does not become income merely because the original capital is invested in the hope and expectation that it will rise in value; if it does so rise, its realisation does not make it income.

An Inter-Dominion Court.

IN THE article on "Dominion Legislation," in our issue of the 22nd February, it is stated, at p. 115, that the suggestion for a "tribunal for the determination of disputes," is, perhaps, the most important part of the report of the Conference on Dominion Legislation, and that the proposed constitution of the court is obviously modelled on that of the Permanent Court of International Justice. There is a determined effort by one Dominion, it further states, to oust the Privy Council. It is, of course, no secret, that that Dominion is the Irish Free State, and in *The Times* of the 11th February a correspondent writes that he is informed that at the next Imperial Conference the Irish Free State will make a strong effort to secure the abolition of Privy Council appeals and support the establishment of an inter-Dominion Court, whose members would be selected from standing panels of judges nominated by the several States of the Commonwealth. In view of the finding of the recent Conference that the present constitutional position is that the power of disallowance—the right in the Crown to annul Dominion legislation—can never be exercised, and that reservation—the withholding assent by a Governor pending the King's pleasure—is equally inapplicable, there would appear to be much to support the Irish view. It undoubtedly seems contrary to principle and common sense, where the individual units comprising the Empire enjoy the same complete and independent legislative freedom as the United Kingdom, that they should be obliged to refer to a tribunal composed exclusively of members of one unit. Circumstances have greatly changed and different considerations apply since 1833, the date of the statute which authorised the formation of, and laid down the jurisdiction of the Judicial Committee of the Privy Council. One cannot, of course, say that after about 100 years the Privy Council has outlived its usefulness, but in view of the legislative independency of the Dominions the time does seem ripe for what, it is submitted, is a more equitable system—a system of proportionate contribution to the bench of a central legal tribunal for the determination of inter-Dominion disputes.

A Mother's Loan to her Infant Son.

IN A case at Edmonton County Court, a mother sued her son for a loan of £45, to which demand he pleaded infancy. According to the report, His Honour Judge CRAWFORD observed that there was no previous decision on "this important point of law," but in fact there are a considerable number of authorities as to loans to infants. The old rule in law was that one who lent money to an infant, even for necessaries, could not recover, see *Probart* v *Knouth*, 2 Esp. 472, n, but in equity the lender acquired the rights of the person who supplied the goods. This doctrine was very clearly enunciated by GIFFARD, L.J., in *Re National Society* (1869), L.R. 5 Ch. 309, though by way of illustration, for the actual decision concerned the powers of a building society. Given, therefore, that there was clear evidence of a loan rather than a gift (which is the normal presumption between infant and parent, see *Garrett* v. *Wilkinson* (1848), 2 De G. & Sm. 244), and that the money lent had been spent on necessaries, the equitable doctrine (which by the Judicature Act, 1925, s. 44, would now prevail over the rule of law) would carry the plaintiff the whole way in such a case, apart from the express provisions of s. 1 of the Infants Relief Act, 1874. This section avoids contracts for loans to infants, but not contracts for necessaries. It was considered at some length in *R. Leslie, Ltd.* v. *Sheill* [1914] 3 K.B. 607, where a loan was obtained by an infant on a fraudulent representation that he was of full age. There was no evidence, however, that the loan was spent on necessaries. In the old cases, loans for necessaries having been repayable in equity on the doctrine of subrogation rather than *ex contractu*, the sounder view would appear to be that they were not affected by the Act, and in fact Judge CRAWFORD so held.

False Imprisonment.

TO THE layman the word "imprisonment" conjures up the picture of a person who has been incarcerated in jail, and by the expression "false imprisonment" is conveyed the notion that the person in question has been wrongfully locked up. To the lawyer, of course, no such restricted meaning is to be attributed to either the word or the expression. As was said many years ago, a total restraint of the liberty of a person for however short a time, "even by forcibly detaining the party in the street against his will," will amount in law to an imprisonment. A recent decision in the Supreme Court of British Columbia (*Conn* v. *David Spencer Limited* (1930), Western Weekly Reports, 26) offers an interesting illustration of this principle of law. In that case the plaintiff had made some purchases in the defendants' store, and was waiting to make a further purchase in another department, when he was tapped on the shoulder by a house detective employed by the defendants and accused of having stolen a cake of soap. The detective requested the plaintiff to accompany him to one of the rooms. The plaintiff demurred to this, having in fact committed no theft, but in order to prevent the necessity of actual force being used or the creation of a scene, he went to a room accompanied by the detective, and upon being searched satisfied the defendants' employees that they had made a serious mistake. Thereafter the plaintiff sued the defendants to recover damages for false imprisonment. For the defendants it was contended that the plaintiff, although inconvenienced by what had occurred, had acted voluntarily and was at no time detained in such a manner or for such a purpose

as amounted in law to false imprisonment. This contention was negatived by the court in view of the authorities which are clear that a constraint on the freedom of a person's action will amount to an imprisonment and, if wrongful, will give ground for an action for damages. So long ago as 1825 it was ruled by Chief Justice ABBOTT, in *Pocock* v. *Moore*, Ryan and Moody's Reports, 321, that "if a person send for a constable, and give another in charge for felony, and the constable tell the party charged that he must go with him, on which the other, in order to prevent the necessity of actual force being used, expresses his readiness to go, and does actually go, this is an imprisonment." Applying this and certain other cases, the Court of British Columbia held that the constraint put upon the plaintiff, coupled with the subsequent searching, constituted false imprisonment for which the defendants were liable in damages. Although, as will be observed, this case enunciates no new law, it re-affirms an important principle, and inculcates the obvious moral of extreme caution being exercised before accusing a customer of shop-lifting.

Protection from Negligence of Servants.

IT IS advisable that people who leave articles of clothing and luggage in clubs and restaurants should pay careful attention to any notices affixed by the proprietors of such places concerning their liability for loss of goods temporarily deposited on their premises. In *Orchard* v. *Connaught Club*, 74 SOL. J. 169, the plaintiff, who was a member of the defendants' proprietary club, handed a suit-case to the porter to be taken up to his room. The porter left the suit-case in the hall for a time, and eventually it disappeared. On the plaintiff claiming the value of the suit-case and contents, the club, while denying negligence in their servants, relied on r. 22 of the rules of the club, which ran as follows: "The proprietors will not be responsible for the loss of, or damage to, any article brought by members or guests into the club, but will take all reasonable care of articles for which a receipt is given." A Divisional Court of the King's Bench (SCRUTTON and SLESSER, L.JJ., sitting as additional judges of the King's Bench Division), reversed the decision of the learned county court judge, and held that the club was not liable as the rule above mentioned protected the club against liability for the negligence of their servants. In this connexion it is useful to refer to *Rutter* v. *Palmer* [1922], 2 K.B. 87, where the owner of a motor car deposited the car for sale on commission with the keeper of a garage upon the terms of a printed document containing the clause: "Customers' cars are driven by our staff at customers' sole risk." The garage keeper sent the plaintiff's car out in charge of one of his drivers to be shown to a prospective purchaser, when it was injured by the negligence of the driver. It was held by the Court of Appeal that the above clause protected the garage keeper from liability for the negligence of his servants. As SCRUTTON, L.J., said in the course of his judgment (at p. 92): "In construing an exemption clause certain general rules may be applied: First, the defendant is not exempted from liability for the negligence of his servants unless adequate words are used; secondly, the liability of the defendant apart from the exempting words must be ascertained; then the particular clause in question must be considered; and if the only liability of the party pleading exemption is a liability for negligence, the clause will more readily operate to exempt him"; and at p. 95 ATKIN, L.J., said: "The clause containing the words 'customers' sole risk' is aimed particularly at the special risk incurred by the appellant when a customer's car is being driven by the appellant's (i.e., the garage keeper's) servants. That is the risk of liability for negligence, and it was intended to be thrown upon the owner of the car." In *Orchard* v. *Connaught Club*, *supra*, SCRUTTON, L.J., pointed out that the proprietors of the club were intending to protect themselves against the only liability they were under, namely, liability for the negligence of their servants. The rule was therefore sufficient to protect the club in these circumstances.

Criminal Law and Police Court Practice.

THE BORSTAL BOY.—In reply to the letter of "Clerk of the Peace," at p. 167, *ante*, our contributor writes: "Clerk of the Peace" naturally comes into contact with Borstal's failures. So do the detectives of the local police force to whom he refers. Borstal deals with bad boys, and of course the system does not claim to be always successful. The more numerous successes are unknown, except to those who are in close touch with the system and its administration. Your correspondent appears to base his criticism almost entirely on the too early release of offenders. Exactly the opposite criticism has been offered from no less responsible sources. The fact is that those in charge of the administration of the Borstal system must needs exercise their own judgment and take some risks. It would doubtless be less trouble to shut up all the offenders for their full term; but this would involve keeping many who are really fit to be let out on licence, as results prove. Borstal must not be judged, any more than any other system, by its failures alone. Full investigation shows the system to be amply justifying itself, and to be making marked improvements. Neither the opinion of one experienced prison governor, nor of one police court missionary, impresses me much, as against the opinions of others, also experienced, who hold an opposite view. May I add that, although I am not connected with Borstal institutions or the Borstal Association, I have (unlike "Clerk of the Peace") seen both the outside and the inside of all the Borstal institutions for lads, and have done my best to find out for myself what are the principles upon which they are run, what manner of men administer the system, and what are its results.

PROBATION AND PUBLICITY.—While most people nowadays have a general impression that the probation system is a good thing, comparatively few ever read the judicial statistics or the various Home Office reports which give some idea of the extent to which the system is employed, and of the results obtained. Even these documents, however, are necessarily somewhat sparing of details, and the average person, with no real knowledge upon which to work, cannot make much of tables of statistics. There is, therefore, much to be said in favour of the practice that is growing up in some districts of publishing in the newspaper press a fairly full account of the work done in a particular area by probation officers. In this way the public can learn a good deal without being bothered by too many figures without much besides. *The Times* of 18th March contained an interesting account of probation work in Wimbledon, where the probation committee of the justices has just issued its report. It appears that the Wimbledon justices inaugurated a system, not unlike the probation system, many years before it received statutory recognition. In this they were, of course, not alone. Other courts have done the same. But there are unfortunately still some districts in which probation is not used at all extensively, even after more than twenty years of official recognition. This must assuredly be due to a want of appreciation of its possibilities. Such documents as the Wimbledon report ought to stimulate interest and increase knowledge.

AMERICAN "DRY" LAW TEST CASE.

A case of vital importance to millions of Americans was, says the *Daily Telegraph*, brought before the Supreme Court of the United States recently, by the Department of Justice, which has charge of the enforcement of the Federal Prohibition Law. The court was asked to decide a test case to determine whether the purchaser of intoxicating liquor is guilty of conspiracy to violate the law, as well as the vendor from whom he buys it. Hitherto, only the manufacture, sale or transportation of intoxicating liquor has been considered an indictable offence. But in the recent "drive" by the Prohibitionists to secure stricter enforcement of the liquor laws, some of the more ardent "drys" have demanded that the buyer should be made equally guilty with the seller, as being an accomplice in an illegal act.

Aircraft Law.

It is not generally known that there is already in existence a substantial body of law governing the doings of aviators. This law consists of only one Act of Parliament—the Air Navigation Act, 1920—which repealed the Air Navigation Acts, 1911 to 1919. The Act of 1920 was passed to enable effect to be given to the convention, signed in Paris on 13th October, 1919, for determining uniform rules with respect to international air navigation, and to make further provision for the control and legalisation of aviation. It repeals the Air Navigation Acts, 1911 to 1919 (s. 20 (2)). Power is given to apply the convention by order in council (sub-ss. (1), (2) and for making special provisions in connection with aerial navigation, including the imposition of penalties (not exceeding imprisonment for a term of six months and a fine of £200) to secure compliance with the order or the convention, and for the mode of enforcing such penalties, and authorising any steps to be taken for preventing aircraft from flying over prohibited areas or entering the British Islands in contravention of the order or the convention which were authorised originally under the Aerial Navigation Act, 1913, which has been repealed. The Act gives special powers to the Secretary of State in time of war, whether actual or imminent, or of great national emergency, by order to regulate or prohibit the navigation of all or any descriptions of aircraft over the British Islands or any portion thereof, or the territorial waters adjacent thereto, and to impose penalties to secure compliance with the Order.

By s. 10 of the Act it is provided that where an aircraft is flown in such a manner as to be the cause of unnecessary danger to any person or property on land or water, the pilot or the person in charge of the aircraft (and also the owner thereof, unless he proves to the satisfaction of the court that the aircraft was so flown without his actual fault or privity) will be liable to fine and imprisonment; and for purposes of this section the expression "owner" in relation to an aircraft includes any person by whom the aircraft is hired at the time of the offence. By s. 12 power is given to the Secretary of State to make regulations providing for the investigation of accidents, and if any person contravenes or fails to comply with any such regulations, the penalty may be £50 or three months. Any offence either under this Act or under an order in council or regulations made thereunder, and any offence whatever committed on a British aircraft, shall for the purposes of conferring jurisdiction, be deemed to have been committed in any place where the offender may be for the time being. The Act, however, does not apply to aircraft belonging to or exclusively employed in the service of His Majesty.

The existing Statutory Rules and Orders regulating air navigation appear in the Air Navigation (Consolidation) Order, 1923, issued in December of that year and embrace a variety of amending orders, the two latest of which have been issued during the year 1929. Among the most important and interesting of these various regulations the following may be cited:—

Nationality.

An aircraft is to be deemed to possess the nationality of the State on the register of which it is entered. Aircraft registered in Great Britain and Northern Ireland, and aircraft registered in any other part of His Majesty's Dominions when in or over Great Britain or Northern Ireland will be deemed to be "British" aircraft; and the regulations apply to British aircraft wherever such aircraft may be, and to foreign aircraft when in or over Great Britain and Northern Ireland.

General Conditions of Flying.

No aircraft must fly unless (1) it is duly registered and bears the appropriate identification marks; (2) it is certified as airworthy in due form; (3) personnel are duly licensed; (4) prescribed documents are carried including journey log-book.

Passenger-carrying Aircraft.

An aircraft carrying passengers for hire or reward must not depart from or land at any place other than a licensed aerodrome or an aerodrome specially approved for the purpose by the Secretary of State. Any such aircraft carrying more than ten passengers and having to make a continuous flight between two points more than 310 miles apart over land, or a night flight, or a flight between two points more than 124 miles apart over sea must have on board a licensed navigator.

Factories.

Every regular place of landing or departure by passenger aircraft must be licensed for the purpose by the Secretary of State. Every such aerodrome which is licensed for public use or which is open to such use by British aircraft upon payment of charges shall to the same extent and upon the same conditions be open to use by aircraft possessing the nationality of a contracting State.

Aerodromes and aircraft factories are to be open to inspection at all times to authorised inspectors, and the former are to be open always to the police.

Flying over Towns.

Aircraft must not fly over any city or town within Great Britain and Northern Ireland except at such altitude as will enable the aircraft to land outside the city or town should the means of propulsion fail through mechanical breakdown or other cause: but this prohibition does not apply to any area comprised within a circle with a radius of one mile from the centre of a licensed aerodrome or of a Royal Air Force aerodrome or of an aerodrome under the control of the Secretary of State.

Exhibition Flying.

Aircraft may not (*a*) be used to carry out any trick flying or exhibition flying over any city or town area or populous district; or

(*b*) be used to carry out any trick flying or exhibition flying over any regatta, race meeting or meeting for public games or sports, except where specially arranged for in writing by the promoters of such regatta or meeting; or

(*c*) be flown in such circumstances as, by reason of low altitude or proximity to persons or dwellings or for any other reason, to cause unnecessary danger to any person or property on land or water.

Where it is brought to the notice of the Secretary of State—(*a*) that a large number of persons are likely to gather in any district in Great Britain and Northern Ireland for the purpose or witnessing some event of public interest; or (*b*) that it is intended to hold in any district in Great Britain and Northern Ireland an aircraft race or contest or exhibition of flying; the Secretary of State may by directions impose such temporary restrictions on the flying of aircraft within or in the neighbourhood of that district as he may consider expedient in the interest of public safety, and no aircraft must fly in contravention of any such directions.

Miscellaneous safety provisions.

Smoking in aircraft is permitted only within special restrictions. No person may drop articles from aircraft except (*a*) ballast in accordance with regulations; and (*b*) articles dropped in accordance with and subject to any conditions or limitations contained in directions or any special permission in writing, given by the Secretary of State. Wireless telegraphy is to be available in accordance with directions given by the Secretary of State; these directions prescribe the character of the apparatus, the number and qualifications of the operators and the nature of the service. No person living in the neighbourhood of an aerodrome or of an aerial lighthouse may exhibit any light which by reason of its liability of being mistaken for a light proceeding from an aerial lighthouse or for a prescribed light at an aerodrome is calculated to endanger the safety of aircraft, and the Secretary of State may, if

necessary, cause entry to be made and the light to be extinguished.

Such are some of the general features of the law as it has been framed up to date. The various powers given to the Secretary of State in regard to making regulations have been exercised fully and detailed rules will be found in a number of schedules attached to the Order of 1923 as amended by subsequent Orders. Perhaps the most interesting of these schedules is No. 8, which gives in detail the Custom Rules as to aircraft arriving at and departing from this country. It shows the extent and importance of the air-borne traffic, and though, of course, it merely embodies many of the existing regulations as to the sea-borne commerce, is nevertheless illustrative of the degree to which air navigation has come to be part and parcel of our commercial system. There are certain approved aerodromes, known as "Customs Aerodromes," at which *every* aircraft from abroad must first land on arrival here. Should accident, stress of weather or any other unavoidable cause compel aircraft to land before arriving at a Customs aerodrome, it is the duty of the pilot to report forthwith to a Customs officer or a police constable, and produce the log-book and not allow any passenger to leave the immediate vicinity or any goods to be unloaded without the consent of the officer or constable. Importers and exporters of goods are required to make disclosure of the same to the Customs authorities on lines similar to those laid down for shippers.

London Skyscrapers and their Attendant Ills.

THE recent decision of Mr. Justice LUXMOORE in *Vanderpant* v. *The Mayfair Hotel Company Ltd* [1930] 1 Ch. 138, would well repay study by those unfortunates who have acquired one of the new palatial block of flats as a neighbour, as it should do much to check unprofitable litigation. These new blocks of flats built as modest imitations of the American skyscraper, house large numbers of people, besides providing on the ground floor public restaurants, ball rooms, ice rinks and other fashionable amusements. It is impossible for these new buildings to rise in the fashionable streets and squares of Mayfair without causing some annoyance, and in many cases substantial loss to the neighbouring houses. Apart from the question of light and air, which is generally settled before the new building is started, there are two evils which result practically inevitably from the new building. Firstly, the intruder turns a quiet neighbourhood into a noisy one; secondly, the street on which the flats abut, which formerly had the amenities of a more or less private road, becomes a busy, and often obstructed, thoroughfare. The extent and nature of these changes cannot be accurately foreseen until the new building is completed and inhabited. The harrowing period of building is borne with by the newcomer's neighbours in the hope that when it is completed the old peace and quiet will again descend on the fashionable quarter. When this is found not to be the case, but the horrors of building are succeeded by a fresh set of annoyances generally one at least of the old residents seeks legal redress. It is inevitable that the restaurant, which is a necessary part of the new flats, should make more noise than the old garden or building, on the site of which it stands. The residents in the hundred or so of flats must make more comings and goings than the inhabitants of the two or three stately homes which they replace. For these annoyances, however there is generally no legal redress.

It is clear from the decision in *Vanderpant* v. *Mayfair Hotel Co. Ltd.*, that noise will create an actionable nuisance only if it materially interferes with the ordinary comfort of life judged by ordinary plain and simple notions obtaining among English people and not merely according to elegant and dainty modes of living. The circumstances and character of the neighbourhood have also to be taken into consideration. When this is remembered, it is plain that in most cases the increased noise from the proximity of a busy hotel or flats is not such as to be actionable, or indeed if it is such, the extent of the redress obtainable will stop far short of restoring the old quiet. Similarly, where the question of the change in character of the street is considered, it will be found generally that no actionable damage has been suffered. A highway is not limited in its user to a certain number of persons and vehicles a day, the inhabitants cannot complain if these are increased, and the mere fact that some of the increased traffic stops and causes a temporary obstruction, does not give a right of action. It is plain from the judgment of Mr. Justice LUXMOORE in the above case, that a private individual who seeks to restrain the obstruction of a public highway, must in order to maintain his suit, prove that he has suffered particular substantial and direct damage, beyond the general inconvenience and injury to the public. This the neighbour of the new flats can rarely prove, and consequently legal action offers little hope of altering the new conditions introduced by the new building and its inhabitants.

Libel Actions Between Spouses.

IN the case of *Ralston* v. *Ralston*, heard by MACNAGHTEN, J., at Chester Assizes, recently, some interesting questions were raised with regard to the liability of a husband to be sued by his wife for damages for a libel alleged to be contained in an inscription which the husband had caused to be made on a tombstone.

The question was raised at the outset whether, in view of the provisions of s. 12 of the Married Women's Property Act, 1882, such an action was maintainable in law. That section, so far as this question is concerned, is to the same effect as s. 11 of the Married Women's Property Act, 1870. It provides that "Every woman, whether married before or after this Act, shall have in her own name against all persons whomsoever, including her husband, the same civil remedies for the protection and security of her own separate property as if such property belonged to her as a *feme sole*, but except as aforesaid no husband or wife shall be entitled to sue the other for a tort."

The plaintiff and the defendant were married on the 12th January, 1893. They were in a good social position. A settlement of £25,000 was made by the husband on the marriage. There were two children of the marriage, the elder born in February, 1894, and the younger born in January, 1897. After living together for six years unhappy differences arose between the parties, and they agreed to separate. A deed of separation, dated the 10th March, 1899, was duly executed, and from that time onwards they had always lived separate and apart. Under the deed of separation the husband covenanted for himself and his executors to pay his wife an annuity of £400 a year, and she was given the custody of the two children of the marriage until they were eight years old, when, as the deed provided, fresh arrangements were to be made for their maintenance and education. The plaintiff had always been interested in motoring, and she set up as a garage proprietor. After a time she converted this business into a private limited company. She owned the majority of the shares in that company and held the offices of chairman and managing director.

In the summer of 1929 the plaintiff was motoring with friends, and in consequence of information which she received she visited a church in the neighbourhood of her husband's residence, and there, in the churchyard, they saw over one of the graves a tombstone on which the following words were inscribed:—

"In loving memory of Jennie the dearly beloved wife of W. R. Crawshay Ralston of the Bungalow, Valley. Died 20th May, 1916."

The defendant was the W. R. CRAWSHAY RALSTON mentioned in the inscription, and it was admitted that he had caused the inscription to be made. The meaning of the inscription was obvious, namely, that the person who was buried in that grave was at the time of her death the lawful wife of the defendant. The plaintiff was not unnaturally indignant that an imputation so injurious to herself should be made in such a manner by her husband, and she accordingly consulted her solicitors, who thereupon wrote to the defendant demanding, *inter alia*, that the inscription should be erased. They received a reply from the defendant's solicitors refusing to make any alteration in the inscription. Thereupon the plaintiff brought an action against her husband claiming (*inter alia*) damages for libel. It should be mentioned that since the action was brought the inscription had in fact been altered by removing therefrom the statement that the deceased was the wife of the defendant.

At the trial, the judge said that since the plaintiff was married to the defendant in 1893, and that marriage had never been dissolved, it was obvious that the inscription was capable of a defamatory meaning, and that was clearly established by the recent decision of the Court of Appeal in *Cassidy* v. *The Daily Mirror Newspaper Limited* [1929] 2 K.B. 331 (73 SOL. J. 348.)

But at the close of the plaintiff's counsel's opening speech to the jury, objection was taken by Mr. AUSTIN JONES, for the defendant, that the action was not maintainable by reason of s. 12 of the Married Woman's Property Act, 1882, and the judge held, that so far as the action was one for damages for libel it was plainly not maintainable unless it was an action for the protection and security of the plaintiff's own separate property. This raised the question (reported to have been asked by BRETT, J., in *Sumners* v. *City Bank*, L.R. 9, C.P. 580 : " Is not a married woman suing for protection of her trade or business when she sues for a libel which affects her credit and character as a trader ? "

It was argued on behalf of the plaintiff that the present action was an action for the protection or security of the plaintiff's property in that an action for a libel affecting her credit and character as a trader was such an action. But the judge held that, even assuming that the fact that the plaintiff owned the majority of the shares in the garage company, and that she was the chairman and managing director of the company constituted her a trader, it could not be said that the imputation made on her by the inscription on the tombstone was an imputation which affected her credit or character in her trade. He held that the decision of the Court of Appeal in *Tinkley* v. *Tinkley*, 25 T.L.R. 264, precluded him from holding that the imputation which the inscription on the tombstone made on the plaintiff was an imputation on her character as trader. Therefore, the point that the action was for the protection or security of her property and as affecting her credit and character as a trader failed, and the action was held not maintainable by virtue of s. 12 of the Act of 1882.

NEW YORK MAGISTRATES CONDEMNED.

A sweeping condemnation of the conditions existing in magistrates' courts in New York was, says the *Daily Telegraph*, made last week by a Special Grand Jury. For the past two months the jury has been investigating allegations that it was impossible to obtain justice in the lower courts because of the prevalence of graft, political pull, and general laxity and indiscretion of the judges.

While the jury found no " true bills," a dozen or more indictments by other juries have already grown out of the general investigation and now the Appellate Division has removed a magistrate, Mr. Albert Vitale, from the Bench.

In effect, the Grand Jury found that the city's lower courts were dominated by Tammany Hall politics, lacked dignity, and abounded in professional " fixers," venal court clerks, and attendants.

A complete reorganisation of the administrative system of the courts is declared imperative.

Company Law and Practice.

XXI.

AN application under s. 61 to disallow any variation or abrogation of the rights of holders of special classes of shares is to be made by petition (Ord. 53B, r. 5 (*e*)). As stated at the end of this column last week, the application may be made on behalf of the shareholders entitled to apply by such one or more of their number as they may appoint in writing for the purpose.

The petition should be served on the company, but not, it is submitted, on any other body or person in the first instance. When the petition has been presented a summons for directions must be taken out (Ord. 53B, r. 10). A general form of order which may be made on the summons for directions is given in R.S.C., App. L, Form 30, but it will require very considerable alteration to meet the case of a petition of the type which we are here considering. The "Annual Practice, 1930," contains, at p. 1001, notes which may be of assistance in connexion with this application, and in particular with regard to the contents of the petition.

Section 61 (3) provides for the hearing by the court, on the application, of the applicant and of any other persons who apply to the court to be heard, and who appear to the court to be interested in the application. The order made on the summons for directions will direct the petition to be advertised, and will, no doubt, deal with any other necessary matters, such as the giving of leave to persons who desire to be heard, and the filing of evidence.

The court may, if it is satisfied, having regard to all the circumstances of the case, that the variation would unfairly prejudice the shareholders of the class represented by the applicant, disallow the variation or abrogation ; but, if it is not so satisfied, it must confirm it (s. 61 (3)). There is no appeal from the decision (s. 61 (4)) ; and, within fifteen days after the making of the order (whether it be an order disallowing or confirming the variation or abrogation), the company must forward a copy to the Registrar of Companies, under risk of a maximum penalty for default of £5 per day on the company and every officer in default (ss. 61 (5), 365).

In spite of the necessity for instituting proceedings within seven days, and the preclusion of the possibility of an appeal, it seems that this section will have a somewhat retarding effect in all cases of the modification of class rights, for, until it is known whether a petition has been presented, there will be an element of risk in proceeding on the assumption that the variation or abrogation is valid (unless, of course, there cannot be the necessary 15 per cent. of the holders of the shares in the class to make the application, as, for instance, in a case where the holders of more than 85 per cent. of the issued shares of the class voted in favour of the resolution).

Further, if a petition is presented, some time must elapse before it can be ready to be heard, and if the variation be confirmed when it is actually heard, much valuable time will have gone by which might have been usefully employed ; but it is difficult to see how this retardation can be avoided if the minority is to be properly protected.

While dealing with the modification of class rights, it is not inopportune to refer here to the newly imposed necessity of forwarding to the Registrar of Companies, and binding up with the articles, certain resolutions and agreements which deal with the rights of classes. This is to be found in s. 118, which reproduces with amendments and extensions s. 70 of the Companies (Consolidation) Act, 1908. The section extends to (*inter alia*) : " resolutions or agreements which have been agreed to by all the members of some class of shareholders, but which, if not so agreed to, would not have been effective for their purpose unless they had been passed by some particular majority or otherwise in some particular manner, and all resolutions or agreements which effectively bind all the members of any class of shareholders though not agreed to by all those members " (s. 118 (4) (*d*)). A copy of

all such resolutions and agreements must be forwarded to the Registrar within fifteen days after being passed or made, and, where articles have been registered, must be embodied in or annexed to every copy of the articles issued after such passing or making, so long as such resolution or agreement is still in force. Where articles have not been registered a copy must be forwarded to any member on request, on payment of one shilling or such less sum as the company may direct.

The language of sub-s. (4) (*d*) quoted above is, like that of other sub-sections of the Act, such that it gives rise at once to questions of construction. In a case such as the present, it can safely be left to be determined when such determination becomes necessary what is meant; and, in the absence of guidance by judicial decision, the proper course will be to apply the provisions of the section to any resolution or agreement which *may* be within the section, as no apparent harm can result therefrom.

There can be no doubt as to the utility of this provision, for in the past difficulties have not infrequently arisen owing to the fact that a person dealing with the articles was not necessarily informed of what had taken place with regard to the modification of rights of a class or classes, a matter often vital in considering alterations made in the articles themselves.

(*To be continued.*)

A Conveyancer's Diary.

Contingent Pecuniary Legacies—Maintenance.

The question as to the right of an infant, who was entitled contingently on attaining twenty-one to a pecuniary legacy, to maintenance out of the income of a fund set aside to provide for the legacy, was before the court in *Re Raine* [1929] 1 Ch. 716. A testatrix gave various legacies and amongst others to her godchild S the sum of £2,000 if and when he should attain the age of twenty-one. The residuary estate was given to trustees upon trust for sale and conversion. The will contained no direction to appropriate any funds to meet the contingent legacy. The testatrix was not *in loco parentis* to the infant legatee.

The executors having retained sufficient to meet the contingent legacy, distributed the residue.

The question was whether the income of the fund retained was available for the maintenance of the infant legatee.

Eve, J., held that it was not.

There are two statutory provisions on the subject of maintenance upon the construction and application of which the decision turned.

First, s. 31 of the T.A., 1925, which (in sub-s. (1)) provides that where any property is held by trustees in trust for any person for any interest whatsoever, whether vested or contingent, then, subject to prior charges, during the infancy of any such person the trustees may at their sole discretion pay to his parent or guardian or otherwise apply for his maintenance, education or benefit the whole or such part of the income as may be reasonable, whether or not there is any other fund applicable for the same purpose, or any person bound to provide for his maintenance, and further that if such person has not a vested interest in the income on attaining twenty-one the income shall be paid to him until he attains a vested interest therein, or dies, or until failure of his interest. Sub-section (3) reads as follows:—

> "This section applies in the case of a contingent interest only if the limitation or trust carries the intermediate income of the property, but it applies to a future or contingent legacy by the parent of, or a person standing *in loco parentis* to, the legatee if and for such period as under the general law the legacy carries interest for the maintenance of the legatee . . . ."

The second provision to which reference must be made is s. 175 of the L.P.A., 1925, which reads:—

> "(1) A contingent or future specific devise or bequest of property whether real or personal and a contingent residuary devise of freehold land to trustees upon trust for persons whose interests are contingent or executory shall, subject to the statutory provisions relating to accumulations, carry the intermediate income of that property except so far as such income or any part thereof may be otherwise especially disposed of.
>
> "(2) This section applies only to wills coming into operation after the commencement of this Act."

On behalf of the infant in *Re Raine*, it was contended that the word "specific" used in s. 175 (1) of the L.P.A. qualifies the word "devise" only and not bequest: this contention did not find favour with the court, and indeed, the wording of the sub-section seems to be clearly against it. At the same time it does seem somewhat anomalous that a contingent legacy of "my £1,000 Consols" should carry the intermediate income, and not a legacy of £1,000 cash, but there seems no reason for confining the word "specific" to a devise. There is this further point against the contention that the section applies to a pecuniary legacy, namely, that such a legacy is not a bequest "to trustees upon trust for persons whose interests are contingent." The executors do not hold the fund which they retain or any part of it in trust for the legatee, they hold it in trust to raise and pay thereout a specified sum if and when the time for payment arrives, which is not the same thing.

Then it was said that if s. 175 of the L.P.A. did not apply, s. 31 of the T.A. must be read into the will, and, so read in, was a provision for maintenance out of the interest or intermediate income.

It seems clear, however, that that section does not authorise the allowance of maintenance when, apart from the Act, the infant on attaining twenty-one would only be entitled to the legacy without interest. That was laid down definitely by the Court of Appeal in *Re Dickson* (1885), 29 Ch. D. 331, a case decided on s. 43 of the Conveyancing Act, 1881, of which s. 31 of the T.A. is substantially a re-enactment.

It is therefore necessary in such cases to inquire what the law on the subject is apart from the statutory provisions which I have mentioned.

There is a number of cases bearing on this subject, the principal of which are *Re Dickson, ubi supra*; *Re Moody* [1895] 1 Ch. 101; *Re Bowlby* [1904] 2 Ch. 685; *Re Churchill* [1909] 2 Ch. 431; *Re Boulter* [1918] 2 Ch. 40; and *Re Stokes* [1928] Ch. 716.

From these cases it appears that the rules which the court has laid down are as follows:—

(1) If the testator was a parent of or *in loco parentis* to the infant legatee, then even if the legacy be not directed by the testator to be set apart for the benefit of the legatee, the legacy will bear interest for maintenance for so long as no maintenance is expressly provided for the infant by the testator.

(2) Where the testator is not the parent of or *in loco parentis* to the legatee and there is no direction to set apart the legacy for the benefit of the infant, the legacy does not bear interest, either for maintenance or otherwise, until it vests.

(3) Where a contingent legacy is directed to be set aside so as to be available for the legatee as soon as the contingency happens then the fund carries all its accretions from the moment when it is so set aside.

(4) When the testator has expressed an intention that the legatee shall be maintained as part of the testator's bounty the legacy will bear interest from the testator's death and maintenance may be allowed out of such interest.

With regard to these rules, it may be observed that the setting apart of the legacy in order to give the infant the intermediate income or maintenance thereout must be by the

direction of the testator. In *Re Raine* the executors had set apart and retained a fund to meet the legacy and in fact that was the only portion of the estate remaining in their hands, but such setting apart and retention was by the executors for the purpose of administration, not by the direction of the testatrix, and was held to be ineffective for the purpose. In *Re Stokes* there was a direction in the will to set apart and invest the trust fund.

The result of the authorities may be stated shortly to be that when a contingent pecuniary legacy to an infant is directed to be set apart, the income arising therefrom is applicable for the maintenance of the legatee, but, when there is no direction to set apart, the income is not so applicable (notwithstanding that the legacy may in fact have been set apart for convenience of administration) unless (*a*) the testator is a parent of or *in loco parentis* to the legatee and no other provision for maintenance is expressly made by the will, or (*b*) there is an expressed intention in the will that the legatee is to be maintained out of his bounty. And, further, that although s. 31 of the T.A., 1925, is to be read into the will, that in itself does not constitute an expressed intention on the part of the testator that the legatee is to be so maintained.

Landlord and Tenant Notebook.

Appointing a Receiver.

The power given to the court by the Judicature Act, 1873, s. 25 (8), now the Judicature Act, 1925, s. 45 (1), to appoint a receiver, is widely expressed. It is qualified by reference to "cases in which it appears to the court to be just or convenient"; but it must not be lost sight of that the conjunction is "or," not "and": *vide* the opening remarks of the judgment of Chitty, L.J., in *John* v. *John*, *infra*. As between landlord and tenant, the power is generally invoked as an ancillary remedy in cases in which possession is claimed, more particularly when the property concerned consists of licensed premises.

For under a brewer's lease lessors have an interest in the licence, as well as in the premises, as is shown by the elaborate covenants safeguarding the former, and the positive covenant as to user, which (unlike, say, a covenant to use as a private dwelling-house only) does not even give the tenant the option of vacating the house. And the covenants are, of course, backed up by a forfeiture clause. In *Charrington & Co., Ltd.* v. *Camp* [1902] 1 Ch. 386, the tenant, besides being in arrear with rent, had committed flagrant breaches of these covenants. The particular lease did, in fact, purport to provide for automatic determination in such an event, and the clause in question would probably have met with the same fate as other clauses designed to evade the law of forfeiture; consequently, when the plaintiffs issued a writ claiming possession and followed this up with an application for a receiver of the licences and of the rents and profits, the point was taken that no forfeiture notice had been served. In granting the application, however, Joyce, J., said that he did so on the footing that it was necessary in order to preserve the licences, this being the real object of the broken covenants. The order actually drawn up in that case was, in fact, wider than the words of the judgment warranted, in that it provided for books and papers to be handed over; to complete the history of the matter, after its form had been followed, but disapproved, by the High Court in *Whitbread & Co.* v. *Grain* (1907), 23 T.L.R. 462, it was modified by the Court of Appeal in *Leney and Sons* v. *Cullingham and Thompson* [1908] 1 K.B. 79, by omitting this part of the order, but at the same time authorising the receiver to keep the licensed house open.

In the case of ordinary leasehold property, the applicability of the remedy was settled by *Gwatkin* v. *Bird* (1882), 52 L.J. Q.B. 263, in which trustees had claimed possession against lessees, mortgagees of the term, and weekly tenants to whom the premises had been sub-let. (The latter did not defend.) The allegations as to non-payment of rent and non-repair were met only with a vague general denial, and the court made the order asked for. The principles on which the judicial discretion should be exercised have been discussed in a number of cases since, and the following considerations appear to be mainly relevant: the strength of the *prima facie* case made out by the plaintiff; who is in possession, and how long he has been in possession; the interests of third parties; and the financial standing of the defendant.

The decision in *Foxwell* v. *Van Grutten* [1897] 1 Ch. 64, C.A., while it did not relate to a case between landlord and tenant, is often cited in actions which do. The claim was for ejectment; the defendant was the heir-at-law of a deceased lunatic and was in possession; his title was disputed. (It had been settled in *Berry* v. *Keen* (1882), 51 L.J. Ch. 912, that the remedy was available in a dispute as to title.) There had been other litigation between the same parties relating to other properties in the same county, some of it decided in favour of the one and some in favour of the other. The defendant was impecunious. In these circumstances the judge of first instance took the view that the consideration of possession was outweighed, and made the order; but the Court of Appeal, while holding that it was "near the line," discharged it. Next, in *John* v. *John* [1898] 2 Ch. 573, C.A., the Court of Appeal affirmed an order made against a defendant not in actual possession. The plaintiff was able to show a strong *prima facie* case, the defendant did not appear to have any title, and the property was let; Chitty, L.J., considered the last-mentioned fact an important consideration, as it was desirable to protect them from double claims. Collins, L.J., in concurring, said the discretion conferred did to some extent interfere with the hitherto sacrosanct position of a defendant in possession. Encouraged, perhaps, by this remark, the plaintiff in *Marshall* v. *Charteris* [1920] 1 Ch. 520, who had purchased a lease, obtained specific performance, and then found the vendor's widow in possession, sought a receiving order to include possession. But though the defendant's title was, of course, extremely shadowy, and her means small, Eve, J., considered that this was not a proper case for a remedy which would mean turning her out in a case in which there were no "rents and profits" to be received.

Our County Court Letter.

ACTIONABLE CONSPIRACIES.

In the recent case of *Bedwas Navigation Co.* v. *Bowen and others*, at Newport County Court, the plaintiffs alleged that the twenty-four defendants had (*a*) wrongfully and maliciously conspired together to attend the plaintiff's colliery, in order to prevent certain men from descending the mine and performing their contracts of employment with the plaintiffs, (*b*) wrongfully committed a trespass on the colliery premises in order to achieve the above object. An interim injunction had been granted, and the plaintiffs claimed that this should be continued and that damages should be awarded, but the defendants denied the trespass and/or the conspiracy. The plaintiffs' case was that the defendants, as members of the Bedwas Lodge of the South Wales Miners' Federation, had (while at the colliery) held a show of cards, for the purpose of (1) persuading non-members to join the Federation, and (2) procuring the payment by existing members of subscriptions, which were either in arrears or wholly unpaid. The defendants' case was that it had always been customary to have shows of cards, but these had never taken place on the plaintiffs' premises until October, 1914. The occurrence was then discovered by the plaintiffs, who at once took objection and dismissed eighteen pickets, but the latter were reinstated after a stoppage of work for several days. His Honour Deputy Judge Hugh Jones, K.C., held that the eighteen men

had been unconditionally reinstated, and the practice of holding a show of cards on the premises was sanctioned by the management, but he also held that the defendants did wrongfully conspire to prevent the performance of certain contracts of employment, and had wrongfully procured the breach of such contracts. Judgment was therefore given for the plaintiffs for £5 against the whole of the defendants, amongst whom no distinction could be made, and the injunction was continued, costs being awarded on Scale C, except on the issue upon which the defendants were successful.

The difficulty in such cases is to decide which is the relevant line of decisions, the leading case on facts such as the above being *Quinn* v. *Leathem* [1901] A.C. 495. The House of Lords there laid down that a combination of two or more, without justification or excuse, to injure a man in his trade (by inducing his servants to break their contracts with him or not to continue in his employment) is actionable if it results in damage. There is no inconsistency between this judgment and *Allen* v. *Flood* [1898] A.C. 1, where there was no combination or conspiracy, but only one defendant. The latter was a trade union official who (having no power to call the men out) had notified to the employer the intentions of his members to cease work if other workmen continued to be employed. It was held that he had uttered no threat, and, although his action was malicious, it was not unlawful, and the verdict and judgment against him were set aside. The last-named case was followed in *White* v. *Riley* (1920), 64 Sol. J. 725, which was a dispute, not between employer and workman, but substantially between a craft union and the Workers' Union. Mr. Justice Astbury held that there had been a conspiracy to obtain the dismissal of the plaintiff, to whom he awarded damages. The Court of Appeal held, however, that a mere statement to an employer, by a number of workmen, that they will strike if another workman is retained, does not constitute an unlawful threat and is not actionable.

A third line of decisions received a recent addition in *Reynolds* v. *Shipping Federation, Ltd.* (1923), 68 Sol. J. 61, in which a greaser had been refused employment owing to his inability to produce a card from the National Union of Seamen, with whom the defendants had an agreement to employ their members only. The plaintiff, however, belonged to the Amalgamated Union, and he claimed an injunction to prevent the defendants from interfering with his following his vocation. Mr. Justice Sargant (as he then was) held that the above agreement was not due to a malicious feeling against any individuals, or class, but that its object was to advance the interests of employers and employed by maintaining collective bargaining. The action therefore failed on similar grounds to those in *Mogul Steamship Co.* v. *McGregor Gow & Co.* [1892] A.C. 25. The principles of the latter decision were re-affirmed in *Sorrell* v. *Smith* [1925] A.C. 700, which was a case, not between employer and workman, but between trader and trader. It is to be noted that the above cases did not arise out of a trade dispute, and on comparable facts no question will arise as to the application of the Trade Disputes and Trade Unions Act, 1927, s. 1 (4).

Practice Notes.

SALES OF MILK RECORDED CATTLE.

A warranty of freedom from tuberculosis is implied on the above, as shown by the recent case of *Thomas* v. *Perkins*, at Hereford County Court. The plaintiff claimed £27 11s. 6d. as damages for breach of warranty, and incidental expenses, arising out of the purchase of a dairy heifer at an auction sale, the catalogue having described the animals as pure-bred and non-pedigree milk recorded cattle. The plaintiff's case was that, as the defendant was a well-known breeder, his name was a better assurance than a catalogue statement, and it was contended that the Sale of Goods Act, 1893, s. 14, implied a warranty that the animal should be reasonably fit for milking. The plaintiff's veterinary surgeon discovered, however, that the animal was tuberculous, and was suffering from a post-pharyngeal enlargement, which must have been present at the sale. The defendant contended that there was no warranty, nor any knowledge on his part that persons attended the sale to buy milking cows, as some of the animals were bought by butchers for killing. Furthermore, the animal bought by the plaintiff had in fact passed the tests mentioned in the catalogue, and the defendant's veterinary surgeon gave evidence in support of his certificate, his explanation being that a cow very badly affected might not respond. His Honour Judge Roope Reeve, K.C., observed that the sale was held by a milk-recording society, and the whole tenor of the catalogue was that the animals were sold for milk production. The description of the heifer as having passed the tests could only mean that she was free from tuberculosis, but, while the statement in the catalogue was accurate, a more detailed examination would probably have shown that the animal could not have been safely certified. The vendor had to some extent been misled by his own certificate, but—in the absence of an examination by the plaintiff—there had been a sale by description. Judgment was therefore given for the plaintiff for the above sum, less £2 5s. received from the authorities on the slaughter of the cow, i.e., a net amount of £25 6s. 6d. and costs.

STRANGER'S LIABILITY FOR WORKMEN'S COMPENSATION.

(*Continued from* 74 Sol. J. 118.)

II.

In *Mann* v. *Robinson*, recently heard at Leeds County Court, the plaintiff claimed £55, being the amount of compensation paid to two of his workmen, consequent upon injuries sustained by the collapse of a ladder supplied by the defendant. The plaintiff contended that there were an excessive number of knots in the ladder, parts of which were almost affected with dry rot, owing to a wrong type of wood having been used. An expert stated that the wood was over-seasoned, and had become spongy, but he admitted that to place any ladder at an angle of 70 degrees was asking for trouble. The plaintiff's workmen also stated that the ladder was too light for the job, and was not strong enough to be used at the required angle. The defendant's case was that the ladder had not broken at a knot, but had been under too much strain, and broke as a result of slipping. His Honour Judge Woodcock, K.C., held that the ladder was used improperly, and judgment was therefore given for the defendant, with costs.

MARRIED WOMEN'S NATIONALITY.

An important exposition of the standpoint of the British Government with regard to the question of the nationality of married women has been received by the bureau which is dealing with this special subject at The Hague. It is as follows :—

"That a British woman who marries an alien should not automatically lose her nationality ;

"That a foreign woman who marries a British subject should not have British nationality conferred upon her unless she makes application to be admitted as a British subject ;

"That a married woman should no longer be classed with minors and lunatics, as a person under a disability, but should be deemed competent to apply for and be admitted to British nationality on her own right."

A SOLICITOR'S DISCHARGE.

An application was made recently to Mr. Registrar Warmington at the Bankruptcy Court for an order of discharge on behalf of Mr. John H. Edgelow, described as a solicitor, of 106, Strand, W.C. The order of adjudication was made on 20th January, 1922.

Mr. Wallington appeared for the debtor, and asked for the discharge to be granted, subject to a judgment for £100, and his honour made an order in those terms.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Legal Liability for Falling Trees.

Q. 1864. A tree in A's garden has fallen during the recent gales and damaged B's property. Five days before the tree fell, B notified A that it was rocking and dangerous. A now refuses to admit liability for the damage, saying that on receipt of B's notice he tried to get hold of someone to cut the tree down, but that owing to the gales then raging no one would do it. Does liability attach to A immediately on receipt of notice that the tree is dangerous, or is he allowed reasonable time within which to attend to the matter? As A lives on the spot, he had ample opportunity of observing the tree from time to time, and from personal observation could have seen that it was dangerous. B also argues that the more violent the gale the greater the urgency for having the tree cut down, and the shorter should be the time (if time is allowed at all) within which A should attend to the matter after receipt of notice. We should be glad to have your opinion as to A's liability.

A. B's claim depends on his proving negligence by A, which is a question of fact for the jury or judge alone, if no jury. The notification by B, five days before the accident, fixes A with knowledge, and the onus of proof that he took reasonable precautions is thereafter on A. The latter's defence (that no one would undertake the task) depends on proof that the wind was at danger point for five whole days, which sounds improbable. The receipt of the notice does not make A an insurer, and he is allowed reasonable time to attend to the matter, but, in view of A's personal residence on the spot, the reasonable time began to run from some date anterior to B's notice, the period being also a question of fact for the court. With reference to the fourth paragraph of the question, the liability of A does not depend on his actions after B's notice, as the evidence is that A's liability had already arisen, and he is liable for the damage to B's property. See a County Court Letter under the above title in our issue of the 14th January, 1928.

Variation of Maintenance Order.

Q. 1865. I have been consulted by a client of mine who is separated from his wife by an order of the court. When the order was made the court also gave the custody of the child of the marriage to my client's wife. At the time the order was made my client was earning 50s. a week and the amount awarded by the court to my client's wife was 25s. The points on which I want your esteemed opinion are the following, namely:—

(1) That since the date of the order the wife has obtained work and is earning the sum of 16s. a week.

(2) The husband has to contribute towards his mother's maintenance.

I have been asked to advise whether, taking sections (1) and (2) of the previous paragraph into consideration, whether the court would be disposed on these grounds to reduce the amount of the order originally made. I myself have advised that in the case of No. (1) it would be hardly worth while making an application to the court for a reduction, since the wife is entitled to a third of the joint incomes received by the spouses, which would work out at the slightly reduced figure of 22s. With regard to point No. (2), I expressed the opinion that I did not think that the mere fact that the husband has to contribute to maintain his mother would have any effect whatsoever so far as having the order reduced.

A. The question does not state the date of the separation order, but if the child has in the meantime grown considerably, the wife would be justified in asking for an increase. Agreement is therefore expressed with the advice given on the first point. There is no reason given as to why the husband has to contribute to maintain his mother, e.g., on account of her having become a widow, or incapacitated from work. The position as to her pension rights is also not stated, nor as to whether the husband is liable to maintain his mother under the poor law. Even the latter would not justify a reduction however, as the claims of his wife and child take priority, and agreement is therefore expressed with the advice given on the second point.

Apportionment of Partnership Profits.

Q. 1866. In 1924, A, B and C entered into articles of partnership. The articles provided that on the death of A his share in the capital assets, future profits and goodwill of the partnership business shall accrue to B, subject to and charged with an annual sum equivalent to 10 per cent. of the net profits of the partnership business in any year payable to the widow of the said A during her life, and to be apportioned, if necessary, up to the date of her death. The partnership accounts are made up to the 30th June and 31st December in each year. The said A died on the 1st December, 1924, and the said annual sum was duly paid to his widow up to and including the year ended 31st December, 1928. The widow died on the 16th September last, and the partners wish to know upon what basis the profits of the then current year should be apportioned for the purpose of ascertaining the amount due to her estate. Her executors' solicitors say that in their view the partnership accounts should be made up to 31st December, 1929, and the proper proportion up to 16th September should then be ascertained, but it appears to us that it is arguable that the partnership accounts should be taken as on the 16th September and 10 per cent. of the amount so ascertained paid to the widow's estate. The apportionment Act, 1870, which states that periodical sums are to be deemed to accrue from day to day would appear to support this view. I shall be glad to have your opinion as to which method would be correct.

A. The argument suggested by the questioners is untenable, in view of the decision of the Court of Appeal in *Jones* v. *Ogle* (1872), L.R. 8 Ch. 192. It was there laid down that partnership profits are not dividends or periodical payments, within the Apportionment Act, 1870, and (apart from the will) the estate of A's widow would have been entitled to the share of profits up to the 31st December, 1929. See *In re Cox's Trusts* (1878), 9 Ch. D. 159. In view of the provision of the will, however, that the profits are "to be apportioned if necessary up to the date of her death," the method suggested by the widow's executors is correct.

Landlord's Liability for Collapse of Roof.

Q. 1867. A client has received a claim for £84 for damage caused by the fall of a roof on premises occupied by a tenant. During a stormy week-end the roof collapsed and damaged some machines and tools of the tenant, who is a plumber, and he now claims for lost and damaged tools and for loss of the time of his workmen in removing the tools from the premises which took several days, and during which he says he was unable to accept and carry on his ordinary work. As soon as my client heard of the accident other premises were offered

and the effects were removed to them. They have since been removed elsewhere. There is no written tenancy agreement in existence. The rent has been paid quarterly, and although there was talk of an agreement at the commencement of the tenancy, no agreement has ever been signed by the tenant. In the absence of any express agreement, there is no implied obligation on my client to repair, and I have written in answer to the claim that my client is under no liability of any kind in respect of the damage suffered and claimed payment of the quarter's rent which is due.

(1) Is there any liability on my client in the absence of a written agreement? If not, is there any liability under common law for the damage suffered.

(2) If there is a liability, has my client a good set-off for the rent due? If there is not, can my client go forward with his claim for the rent?

Your valued opinion on these and any other points arising out of the matter would greatly oblige. If possible, quote text-book and case.

A. The question does not state whether the premises were occupied wholly as a workshop or partly as a dwelling-house, but the general rule is that there is no implied warranty on the lease of an unfurnished house that is reasonably fit for habitation or occupation. See *Hart* v. *Windsor* (1844), 12 M. & W. 68. There is also no implied covenant by the landlord to do any repairs: see *Arden* v. *Pullen* (1842), 10 M. & W. 321, per Lord Abinger, C.B., at p. 327. It is assumed that the premises were neither let as a furnished house, nor let as an unfurnished dwelling-house at a sufficiently low rent to be within the Housing Act, 1925, s. 1, so as to imply the statutory condition as to fitness at the commencement, and the undertaking as to keeping fit for habitation during the period of tenancy. In reply to the above questions:—

(1) There is no liability on the landlord, at common law or otherwise.

(2) The tenant has no right of set-off, and the landlord can proceed with his claim for rent.

Fresh Tenancy and Compensation for Goodwill.

Q. 1868. In the spring of 1929 A purchased certain business premises, i.e., a shop which was let on a yearly tenancy to B A at once served upon B a notice determining the tenancy and the tenancy came to an end on 11th November, 1929. B has remained in occupation—no rent has been accepted—and he is presumably a tenant at will. He did not make any claim under the Landlord and Tenant Act, 1927. A bought the shop with a view to pulling it down—it is a very old shop—and building on the site new business premises for his own occupation. He does not, however, contemplate commencing this improvement for two years, and in the meantime he is willing that B shall remain as tenant. B has actually applied for a short lease, but the difficulty we see is this: At the present moment B can be turned out without payment of compensation for goodwill, because he did not make a claim within the time prescribed by the Act. If, however, a new lease is granted, do we not run the danger of being faced with a claim for compensation for goodwill under s. 4 of the above-mentioned Act? B has occupied the shop for considerably more than five years, and if A gives him a new lease for so short a term as, say, one year, will not B be entitled to compensation for goodwill? Section 4 provides that in order to entitle him to compensation he (or his predecessors in title) must have carried on his business for a period of "not less than five years."

The proposed new lease is for one or, at the most, two years, and is an entirely new contract, but notwithstanding this, cannot B add this one or two years to his expired term and so contend that he has carried on his business for upwards of five years, and thus be in a position to claim compensation? If this is the case, A must not grant a new lease but insist upon B giving up possession at once, for we see no satisfactory method whereby A could "contract out."

A. The views expressed in the above question correctly state the position. B would be within the definition of tenant as laid down by s. 25 of the above Act, and s. 4 creates the right to compensation in respect of any carrying on of a trade for five years, independently of whether the occupation was under one or more contracts.

Will—Construction—"Any Moneys Remaining."

Q. 1869. Mrs. E. H. died in November, 1929, leaving a will dated shortly before her death. By this will she appoints an executor and gives instructions that her debts shall be paid as soon as possible after her decease. Her will continues: "I hereby give and bequeath unto my three children J.W.S. L.B.A. and C.S.H. and my grandchild 'N.S.' all my furniture and effects which I direct to be sold and the moneys resulting therefrom to be divided equally amongst these four persons And I further direct that any moneys remaining after these persons have been paid and which belongs to me shall belong to my grandchild the said N.S." The deceased left furniture valued at about £118, cash in the house £128, and an insurance policy of the value of £28. The children wish advice as to their position under the will, and I should like your opinion as to how the assets should be distributed and from what source the debts, etc., should be paid. In the last paragraph of the will testatrix refers to "money," and I should be obliged if you would also let me know if in your opinion the proceeds of the policy would pass to N.S. under the definition of "money," or if it can be regarded as undisposed of assets and therefore distributable amongst the next-of-kin. It is suggested that the money due under the policy might pass under the definition of "effects."

A. Expressions such as "any moneys remaining" or "all my money" are always difficult to interpret. There were several cases in 1929 on the construction of such words. The case of *Re Mellor* [1929], 1 Ch. 446, appears to be almost exactly in point, and on the strength of that decision the opinion is given that the gift to N.S. is a gift of residue. This view necessitates confining the meaning of the word "effects" in the expression "furniture and effects" to effects of household and personal use, or perhaps (if there are any others) any other movables not being money or securities. The result is that N.S. will take the cash and policy after payment of debts and all expenses.

Leaseholds—Construction of Covenants to Register Assignments, Etc.

Q. 1870. A lease contains a covenant to register "every devolution of the lessee's interest in or assignment or demise of the said premises." In 1911 the lessee mortgaged the property to a friendly society by way of assignment for the residue of the term, and the mortgage was registered under the covenant. In 1919 the mortgage was paid off and a receipt endorsed. Is this receipt registrable under the covenant? In 1922 the lessee mortgaged to a building society by way of demise for the residue of the term except the last day and this mortgage was registered under the covenant. In 1926 the mortgage was paid off and the usual receipt endorsed. Should this receipt be registered? In 1926 the lessee mortgaged to a friendly society by way of legal charge, and in 1929 it was paid off, and the usual receipt endorsed. Should these two documents be registered?

A. (1) We consider the receipt of 1919 registrable as it operated to re-vest the residue of the term and was thus an assignment thereof. (2) For the same reason as that stated in No. (1) *supra*, the receipt of 1926 was in our opinion registrable. (3) Neither the legal charge of 1926 nor the receipt of 1929 was in our view, registrable, because the charge creates no demise. Our subscriber may like to refer to the following opinions of the Law Society's Council: Opinion of 26th January, 1928, "Gazette," March, 1929, p. 101; Opinion of 25th March, 1926, "Gazette," October, 1926, p. 251. These opinions, though in point, depend upon the words of the covenant in each case.

Correspondence.

The Defaulting American States.

Sir,—With respect to the repudiation of debt by some of the American States, I venture to compare the United States Government with a very wealthy father, whose sons borrow money and plead infancy, and who views such proceedings with entire acquiescence and satisfaction, and as by no means a blot on the family escutcheon. One of Martin Chuzzlewit's acquaintances in America was immensely popular with his compatriots, because his advice with regard to any inconvenient obligation was to "run a moist pen slick through the whole thing and start afresh." So long as those debts are repudiated, this hero's moral code appears to set the standard for his country's honour.

Lincoln's Inn, A. F.
19th March.

Dower.

Sir,—Mr. Farrer's article in your issue of the 25th January, and that in "A Conveyancer's Diary" of the 1st inst., are both based upon the theory that the Dower Act did not abolish dower at common law. Mr. Farrer, however, only arrives at that conclusion after paraphrasing certain sections of the Dower Act. Both the learned writers treat the Act as an Act to enable a man to defeat his wife's right to dower. Is this, however, right? The Dower Act, no doubt, did enable a husband to prevent dower attaching, but there is nothing in it about enabling a husband to defeat his wife's right to dower or as to validating certain dispositions made by him.

Section 4 definitely enacted that no widow should be entitled to dower out of any land which should have been absolutely disposed of by her husband in his lifetime or by his will, and s. 5 enacted that all partial estates and interests, etc., should be valid and effectual as against the right of his widow to dower. It seems to me that in paraphrasing these sections as he has done, Mr. Farrer deprives them of some of their force. They are positive enactments, and in effect they did abolish dower out of lands disposed of by the husband in his lifetime or by his will or in respect of which he had created any partial estate, etc., mentioned in s. 5.

Before the Dower Act came into operation the absolute right of the wife to dower arose as soon as her husband acquired land, but when that Act came into operation her absolute right to dower ceased to exist even if it were not abolished, and I suggest that by virtue of s. 38 (2) (*a*) of the Interpretation Act that absolute right, as it had ceased to exist, was not revived by the repeal of the Dower Act. No doubt this point has been considered by both Mr. Farrer and your contributor, but they have dealt with s. 38 (2) (*a*) very shortly, and it would be interesting to have the point more fully dealt with.

Walbrook, E.C.4. HARRY KNOX.
7th March.

Judge and Poor Persons' Divorce Cases.

Sir,—We have read with interest the strong comments of Mr. Justice Hill on the abuse of the Poor Persons' Rules "by people who could afford to pay for legal assistance." We trust that before any person is prosecuted for perjury some careful consideration will be given to this matter. Our experience is that there are a very large number of people who do not come within those rules, and yet are not in the position to pay ordinary legal charges, and are, therefore, cut off from relief. These are among the greatest sufferers under the present system, as they are unaware that there are many solicitors who do not charge exorbitant fees; as the profession may not advertise—and rightly so. People who have been asked for a sum, to start a case, which they cannot provide, and cannot be sure what the ultimate bill of costs will be, are tempted to use the Poor Persons' Rules. Just as they are tempted to connive, collude, and often to commit perjury to obtain divorce, with adultery as the only way out. Both the law and its administration should be so amended as to remove the temptation to commit perjury.

M. L. SEATON TIEDEMAN,
Hon. Secretary.

The Divorce Law Reform Union,
55, Chancery-lane, W.C.2.
13th March.

Reviews.

The Law and Practice under the Companies Acts, containing the Statutes and the Rules, Orders and Forms to Regulate Proceedings. The Right Hon. Lord WRENBURY, P.C., M.A., one of the Lords Justices of His Majesty's Court of Appeal in England. Eleventh Edition. By W. GORDON BROWN, B.A., LL.B., R. J. T. GIBSON, M.A., LL.M., and The Hon. D. B. BUCKLEY, B.A., of Lincoln's Inn, Barristers-at-Law. 1930. Royal 8vo. pp. lxxxvii, 976 and (Index) cxxi. London: Stevens & Sons, Ltd. £2 12s. 6d. net.

As is pointed out by Lord Wrenbury in his preface to the eleventh edition of "Buckley," it is more than half a century since the first edition saw the light of day. During those fifty odd years the book has gone on from strength to strength, and there is probably no legal text-book which stands, or has stood, in higher esteem among those who have occasion to deal with the law relating to companies. The new edition fully maintains the high standard set by its predecessors, and the legal profession owes a debt of gratitude to the editors, who have brought out a new edition of this work within a comparatively short period after the vast changes effected by the Companies Act, 1928, and brought into operation by the Companies Act, 1929, have become operative.

The familiar method of dealing with the statutes which has previously been employed in "Buckley" is retained: the sections being set out singly, each section being followed by copious and illuminating notes, though one cannot but regret that the editors have, in some places, allowed discretion to be the better part of valour, and have not expressed their views on the construction of, or indeed given any guidance with regard to, certain new sections of which the meaning is not free from doubt. Section 149 is an example of this caution, and it certainly seems that a short note, pointing out the main difficulties and doubts which arise, even if it contained no expression of opinion by the editors, would have been helpful to the practitioner.

Against each section is a side note, referring to the corresponding section of the repealed enactment from which it is derived; a matter very often of considerable interest to those who are concerned with the construction of a section. One touch in the arrangement of the book is a very welcome one: the 4th Sched. to the Act, which deals with various particulars required in a prospectus, is set out immediately after s. 35, which is the section which refers to it. This is an arrangement which makes very much for convenience and quickness, and might even have been further extended: for, though clearly it could not usefully be generally applied to all the schedules, the ninth and perhaps the eleventh schedules might well have been so treated.

The usefulness of the book does not by any means end with the Act, for many ancillary matters are incorporated, including such necessaries as Ord. 53B, the Winding-up Rules of 1929, the Companies (Forms) Order, 1929, Orders relating to Fees, and a useful and very compact comparative table of sections, to enable the reader to trace sections which have been repealed to the corresponding sections of the Companies Act, 1929. In short, nothing in reason is omitted which can be of use to the practitioner in company law.

In a work of the dimensions of this edition of "Buckley" (with tables and index there are well over one thousand pages) it appears to be almost inevitable that some small slip should pass the discerning eyes of the editors, and there is certainly one to be found on p. 773, where there is a footnote to Art. 4 of Table C in the 1st Sched. to the Act (which article deals with the first general meeting of a company limited by guarantee and not having a share capital) to the effect that this first general meeting is the statutory general meeting required under s. 113, and that such statutory meeting is an ordinary meeting under Art. 6 of Table C. A company limited by guarantee and not having a share capital is not required to hold a statutory meeting at all, s. 113 applying only to companies (not being private companies) which are either limited by shares or limited by guarantee and have a share capital, so that this footnote is not entirely accurate.

The case of *re Woking Urban District Council (Basingstoke Canal) Act*, 1911 [1914] 1 Ch. 300, is referred to in the table of cases twice, but first as "Woking Canal" and secondly as "Woking Urban District Council Act," which appears to suggest that different cases are being referred to, which is not so. However, these are very minor matters, and cannot be really said to detract from the utility of the new edition of a book with the great and well deserved reputation of "Buckley on the Companies Acts."

Law Relating to Women. By E. Ling-Mallison. B.Sc. (Lille). Barrister-at-Law The Solicitors' Law Stationery Society, Limited. 1930. 8s. 6d. net.

In compiling this work the author has performed a real service and supplied a long-felt need by placing at the disposal of the legal world, and indeed, the general public, a book reasonable both in price and dimensions which is devoted exclusively to the legal position of women. Except for certain aspects of the law, such as divorce practice and income tax, which are adequately treated elsewhere, the book is complete and up to date, and contains all the latest decisions. It may be said that it is the only publication which deals thoroughly with the effect of separation orders and divorce on women's position in a general way, and also that no other book incorporates a chapter on crime and on the Acts governing the conditions of women's employment. The material provisions of the new Poor Law Act, 1930, are also included. In short, a remarkable amount of valuable and detailed information on the subject is concisely and clearly pressed into about 160 pages which are furnished with an excellent index. The book should certainly be brought to the notice of lawyer and layman alike.

Books Received.

A Treatise on Wills. Thomas Jarman. Seventh Edition. By Charles Percy Sanger, of Lincoln's Inn, Barrister-at-Law, assisted by Irene Cooper Willis, of the Inner Temple, Barrister-at-Law. In three volumes. Vol. I, pp. cccxxx and 1 to 595. Vol. II, pp. 597 to 1524. Vol. III, pp. 1525 (with Index) to 2266. London: Sweet and Maxwell, Ltd., £5 10s. net.

Transactions of the Medico-Legal Society for the Session 1928-29. Jointly edited by Gerald M. Scot, M.D., M.R.C.P., D.P.H., and Everard Dickson, Barrister-at-Law. 1930. Vol. XXIII. Demy 8vo. pp. xxvii and 183. Cambridge: W. Heffer & Sons, Ltd. 12s. 6d. net.

The Judicial Review. Vol. XLII, No. 1. March, 1930. Edinburgh: W. Green & Son, Ltd., Quarterly, 5s. net.

The Journal of Comparative Legislation and International Law. Third Series. Edited for the Society of Comparative Legislation by F. P. Walton, K.C. (Quebec), LL.D. Vol. XII. Part 1. February, 1930. London: Society of Comparative Legislation, 1, Elm-court, Temple. E.C.4. 6s. net.

Notes of Cases.

House of Lords.

Herbert Clayton and Jack Waller *v.* Oliver.

10th February.

Theatrical Contract—Engaged to Play Leading Part—Breach—Loss of Publicity—Damages.

This was an appeal from the Court of Appeal dismissing an appeal from a judgment in favour of the plaintiff, the respondent, B. Oliver, for £1,000 on the trial of the action. The respondent claimed damages from the appellants for alleged breach of contract by the appellants to engage him to play one of the three leading comedy parts in the musical production "Hit the Deck" at the London Hippodrome. The appellants contended that the judge had wrongly directed the jury in directing them that the issue was whether the part assigned to the respondent was a leading comedy part and in not directing the jury that the issue was whether the said part was one of the three leading comedy parts in the play, and secondly that the respondent was not entitled in law to any damages for loss of enhancement of reputation or loss of publicity.

Lord Buckmaster, in delivering judgment, said the true meaning of the contract was that the respondent was to have one of the three leading comedy parts in the play. That was properly alleged in the pleadings, but the case was presented on the ground that such a part as that assigned to the plaintiff could not be called a leading comedy part in anything. The words "one of the three leading comedy parts" assumed that there were three leading comedy parts in the play, and though that must be regulated by looking at the play itself, yet in his opinion it was not satisfied by saying "Here are the best three comedy parts, you shall have one of them." The part must be capable of satisfying the qualification of being a genuine leading comedy part, and though he thought that that ought to have been so put to the jury, he regarded their finding as a verdict that the condition was not satisfied on any view, and examination of the part itself was an ample justification of their opinion. As to the amount of damages, they appeared to him extravagant, but not so extravagant as to vitiate the verdict. He could not find sufficient ground to warrant that House in deciding that the case should be tried again.

Lords Dunedin, Blanesburgh, Warrington of Clyffe and Tomlin concurred.

Counsel: *Stuart Bevan*, K.C., *G. Beyfus*, *St. John Field* and *E. G. Robey*, for appellants; *Sir P. Hastings*, K.C., and *Morle*, for respondent.

Solicitors: *Burton & Ramsden*; *W. D. S. Sanders.*

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

Court of Appeal.

Gale *v.* Denman Picture House Limited.

Scrutton and Lawrence, L.JJ. 3rd March.

Practice — Discovery — Production of Documents—Minutes of Company—Application for, before Delivery of Statement of Claim.

Appeal from Mackinnon, J., in chambers.

The plaintiff had been a director and controller of a department of the defendant company. The articles of association of the defendant company provided that a director of the company must hold shares in the company of the nominal value of £500; and that the office of director was to be vacated if a director ceased to hold the requisite number of shares. Subsequently, in view of a reorganisation of the boards of directors of the Gaumont-British Picture Corporation and a number of subsidiary and allied companies, which included the defendant

company, the plaintiff was requested to tender his resignation as a director of the defendant company. This he refused to do. Then there was an exchange of shares between the defendant company and the Gaumont-British Picture Corporation. The plaintiff was afterwards informed that as he no longer held the required number of qualifying shares in the defendant company in accordance with the articles of association—his shares having been exchanged for shares in Gaumont-British Picture Corporation—he had ceased to be a director in accordance with the articles. The plaintiff contended that the exchange of shares was agreed to on the understanding that the position of directors was not to be jeopardised. He accordingly began this action by issuing a writ against the defendants claiming (1) remuneration; (2) damages for wrongful dismissal; and (3) damages for loss of his position as director of the defendant company. Before delivering his statement of claim, he applied in chambers for an order for discovery of copies of the defendant company's minutes relating to the exchange of shares. The Master made an order directing copies of those minutes to be supplied to the plaintiff. The Master's order was, with slight variations affirmed by Mackinnon, J. The defendants appealed.

The COURT (SCRUTTON and LAWRENCE, L.JJ.) allowed the appeal. An order, such as had been made in this case, ought only to be made in most exceptional cases, and the present was not such a case. The proceeding of issuing a writ on the chance of making a case was not to be encouraged. Appeal allowed.

COUNSEL: *St. John Field; van den Berg.*

SOLICITORS: *H. S. Wright & Webb; Bartlett & Gluckstein.*

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Melvill *v.* Melvill and Woodward.

Bateson, J. 20th and 27th January.

DIVORCE—SETTLEMENT BY RESPONDENT PENDING PROCEEDINGS—DEFINITION OF "POST NUPTIAL" SETTLEMENTS—JUDICATURE (CONSOLIDATION) ACT, 1925, 15 & 16 GEO. 5, c. 49, ss. 191 and 192.

This was a motion to confirm the report of the Registrar on a petition under s. 192 of the Judicature Act, 1925, filed by the husband petitioner seeking to control the application of property settled by the respondent wife after the commencement of the divorce proceedings. The husband filed his petition for dissolution in May, 1927, and the suit was undefended. In December, 1927, the respondent, by an instrument in which she was described as the wife of the petitioner, settled certain reversionary interests upon herself for life, and after her death for all or any of her children in equal shares, reserving to herself a power of appointment in favour of any surviving husband. There were two children of her marriage with the petitioner. A decree *nisi* was pronounced in March, 1928, which was made absolute in the following October. On 6th November, 1928, the petitioner filed a petition for the settlement of the respondent's property under s. 191 of the Judicature Act, 1925. On 29th November, 1928, the respondent, for the purpose of securing an overdraft, assigned to Barclays Bank *inter alia* her income under the above settlement. On 7th December, 1928, the respondent in contemplation of her marriage with the co-respondent, which took place on the 12th December, by deed poll restrained herself from anticipating her income under the settlement. The court was satisfied that the object of the respondent's dispositions had been to defeat any claim made by the petitioner under s. 191, and in the course of the proceedings an order was obtained directing that the husband's petition under s. 191 should be treated as a petition under s. 192 for variation of a settlement. The Registrar's report found that the settlement by the respondent in December, 1927, was a post-nuptial settlement, and made recommendations accordingly. The petitioner moved to confirm the report, and the respondent to set the report aside.

BATESON, J., in giving judgment, said that he was satisfied that the settlement had been made in order to prevent the property of the respondent from being touched by the petitioner. In order to give the court jurisdiction over a settlement the property must have been settled upon the wife in the character of wife. It was not a settlement on her as a spouse with reference to the then existing marriage. It was a settlement on the respondent for herself and her children, and with power to appoint in favour of any future husband, made at a time when she intended to marry the co-respondent as soon as she could. (His Lordship referred to *Worsley* v. *Worsley*, L.R. 1 P. & M. 648; *Hargreaves* v. *Hargreaves* [1926] P. 42; *Prinsep* v. *Prinsep* [1929] P. 225.) The report would therefore be set aside and the petition dismissed, the respondent and the trustees being allowed their costs of the motions. Leave to appeal was granted.

COUNSEL: *Bayford*, K.C., and *Bush James*, for the petitioner; *Grant*, K.C., and *Barnard*, for the respondent; *Gover*, K.C., and *Hon. Victor Russell*, for the trustees of the settlement and Barclays Bank.

SOLICITORS: *Guedalla, Jacobson & Spyer; Withers, Bensons, Currie, Williams & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

In the Estate of Greenstreet.

Bateson, J. 7th February.

PROBATE — WILL — DESTRUCTION BY TESTATRIX UNDER MISTAKE OF LAW — AS TO INTESTATE POSSESSION — DEPENDENT RELATIVE REVOCATION.

By consent of all parties proof in solemn form was made of the draft of a will of the testatrix which she had destroyed by burning in the belief that her husband, if he survived her, would take all her estate upon an intestacy. The plaintiff, the husband of the testatrix now propounded the will made in 1915, which the testatrix destroyed in 1928, and under the provisions of which the husband, subject to certain small gifts to the testatrix's mother and sister, took the residue of the estate, worth about £8,000. The defendants, relatives of the testatrix interested upon an intestacy, submitted to the judgment of the court.

COUNSEL for the plaintiff said, that this was a case which called for the application of the doctrine of dependent relative revocation. It was the first case to his knowledge, brought before the Probate Court since the passing of the Administration of Estates Act, 1925. There was grave risk that these new laws of succession might defeat the intentions of testators. The testatrix's mother and sister both having died, she destroyed the will made in 1915, in the mistaken but undoubted belief and intention that her husband would take everything upon an intestacy. That was not so since the Act of 1925, whereby he would only take a life interest.

BATESON, J., in pronouncing for the will of 1915, said that he (his Lordship) was satisfied that the testatrix when destroying the will in the presence of her husband, believed that he would take the whole of her property, and that, on the authority of *Adams* v. *Southerton*, 1925, P. 177, there had been no intentional revocation, but the more everybody knew about the new state of the law the better.

COUNSEL: *Bucknill*, for the plaintiff; *Noel Middleton*, for the defendants.

SOLICITORS: *Swepstone, Stone, Barber and Ellis*, for *G. T. Smith and Lyde*, Birmingham; *Turner and Evans*, for *Morrison Hewitt and Harris*, Reigate.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

His Grace The Governor of Northern Ireland has appointed Mr. J. F. A. SIMMS, M.A., solicitor, Strabane, to be Crown Solicitor and Sessional Crown Solicitor for the County of Tyrone.

Societies.

United Law Society.

A meeting was held in the Middle Temple Common Room on Monday, the 17th March, Mr. J. W. W. Weigall presiding. The subject was as follows : " A is a manufacturer of goods in France, and exports goods to England where B is his sole agent. C is the forwarding agent in England. There is a condition at the foot of C's notepaper that exercises a general as well as a particular lien over all goods. C has communication with A on this notepaper. A owes C £1,000 for customs duty, freight, etc. There are goods of A to the value of £500 in transit in England to various customers in England, including B (who had paid A the price of goods consigned to him. The other customers had not paid). None of the goods are in the possession of the customers. C claims a general lien on the £500 worth of goods as against all the customers. Has C a general lien against (I) B, (II) the other customers ? " Mr. H. S. Palmer spoke in the affirmative and Mr. C. C. Ross in the negative. There also spoke Messrs. Wood, Smith, Pearce, Pritchard, Hughes and Butcher. Mr. Palmer having replied, the presiding member summed up and gave judgment against C, i.e., for the defendants on both points.

The American Bar Association.

VISIT TO THE AMERICAN AND CANADIAN BAR ASSOCIATIONS.

The following invitation has been received by the Attorney-General from the American Bar Association :—

" MY DEAR MR. ATTORNEY-GENERAL,

" For several years the members of the American Bar Association have been looking forward to the pleasure of a visit from their colleagues of the Bar of England. Informal discussions have indicated that the summer of 1930 would be an appropriate time for this event.

" On behalf of the American Bar Association, we have the honor to extend an invitation to the Bar of England to visit this country and attend our Association's Annual Meeting, to be held in Chicago on the 20th, 21st and 22nd of August next.

" Our Association expects to arrange an itinerary for those who accept this invitation which will enable our visitors to see some of the most interesting places in the eastern part of the United States. Details of such arrangements will be sent you later.

" Please believe, my dear Sir William, in our sincere respects.

(Signed) " HENRY UPSON SIMS, *President.*
(Signed) " WILLIAM P. MACCRACKEN, JR., *Secretary.*
" For the Committee."

A cable has also been received to the effect that a similar invitation is about to be despatched by the Canadian Bar Association inviting the Bar of England to visit Canada *en route* to the United States.

Similar invitations have been extended to His Majesty's Judges, the Law Society, and, it is understood, to the Judiciary, Bar and Solicitors of Scotland, the Irish Free State, Northern Ireland and France.

The Attorney-General, after consultation with the Lord Chancellor, the Lord Chief Justice and The Law Society, has appointed a Committee with the object of co-ordinating arrangements between the Bench, Bar and Solicitors of England and Wales. The Secretary of the Committee is Sir Claud Schuster, G.C.B., C.V.O., K.C., House of Lords, S.W.1.

Although definite details are not yet to hand, a rough outline of the itinerary is as follows :—

The party will sail for Quebec on the 5th August next. After visiting Quebec, the ship will proceed to Montreal. From Montreal the party will proceed by train to Ottawa and thence to Toronto, where the Annual Meeting of the Canadian Bar Association takes place. Thence the party will go to Niagara Falls and either Buffalo or Detroit, where the American Bar Association will take charge. The next place of call will be Chicago, where the Annual Meeting of the American Bar Association will be in progress. From here independent trips will be made to different places in the Middle West under the guidance of representatives of the towns visited. The party will then proceed to Washington, and possibly to Baltimore, thence to Philadelphia and New York, and finally to Boston, where the third centenary of the founding of the City will be in progress.

The return journey will be made from Boston or Montreal according to circumstances, and the whole trip is expected to extend to something like five weeks.

It is understood that railway fares in Canada and the United States will be paid for all those who adhere to the official programme. Visitors will pay for their own passage across the Atlantic and for their accommodation at hotels. The cheapest return sea passage is £59 19s. for a berth in a four-berth room, and the dearest about £130 for a single room with bath. A berth in a double room would cost about £66 return in an inside cabin, and about £75 in an outside cabin. A berth in a single room would be about £75–£85 return.

Members of the party may be accompanied by their wives and children, and arrangements will be made to enable those who wish to make up parties and others to reserve their own accommodation on board.

Definite particulars with regard to itinerary and cost will be announced as soon as possible. In the meantime, those members of the Bar who wish to make the trip should send their names to Sir Claud Schuster. It must be understood that it will probably be necessary to limit the number of the party, and consequently no guarantee can be given that all those who desire to make the trip will be able to do so.

Lord Chancellor's Office,
House of Lords, S.W.1.
March, 1930.

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Hall, on Tuesday, the 18th day of March (Chairman, Mr. E. G. M. Fletcher), the subject for debate was : " That the case of *In re Home and Colonial Insurance Company Ltd.* [1930] 1 Ch. 102, was wrongly decided : (i) as to the liquidator's liability in all the circumstances of the case ; and (ii) as to the exercise of the learned judge's discretion." Mr. A. L. Philips opened in the affirmative ; Mr. P. E. Roberton seconded in the affirmative. Mr. C. N. Bushell opened in the negative ; Miss M. V. Baron seconded in the negative. The following members also spoke : Messrs. W. M. Pleadwell, C. F. S. Spurrell, H. J. Baxter, H. Infield, J. C. Christian-Edwards and W. Walsh. The opener having replied, and the chairman having summed up, the motion (I) was lost by two votes, and the motion (II) was carried by three votes. There were seventeen members present.

Solicitors' Benevolent Association.

The monthly meeting of the directors of this Association was held at The Law Society's Hall, Chancery Lane, on the 12th inst., Mr. E. F. Dent in the chair. The other directors present being Sir A. Norman Hill, Bart., Sir E. F. Knapp-Fisher, Sir Reginald Poole, and Messrs. A. C. Borlase (Brighton), E. R. Cook, T. S. Curtis, C. G. May, H. A. H. Newington, A. B. Urmston (Maidstone), and H. White (Winchester).

One thousand and twenty pounds was distributed in grants of relief. Fourteen new members were elected, and other general business transacted.

Incorporated Accountants' Examination.

The next examination of candidates for admission to the Society of Incorporated Accountants and Auditors will be held on 5th, 6th, 7th and 8th May, in London, Manchester, Cardiff, Leeds, Glasgow, Dublin, Belfast, Cape Town, Johannesburg and Durban.

Women are eligible under the Society's regulations to qualify as Incorporated Accountants upon the same terms and conditions as are applicable to men.

Particulars and forms are obtainable at the offices of the Society, Incorporated Accountants' Hall, Victoria Embankment, W.C.2.

Legal Notes and News.

Honours and Appointments.

DR. IVY WILLIAMS, D.C.L. (Oxon), LL.D. (Lond.), Barrister-at-Law, has been appointed by H.M. Government Technical Adviser to the Conference on the Codification of International Law recently opened at the Hague. Dr. Williams, who was the first woman to be called to the English Bar, speaks French, German, Italian and Russian.

MR. FRANCIS WARD, B.A., solicitor, of the firm of Duffield and Son, solicitors, Chelmsford, has been appointed Registrar of Chelmsford County Court. Mr. Ward, who also holds the appointment of Deputy Superintendent Registrar of Births, Deaths and Marriages, had held the appointment of Deputy Registrar of the County Court for some years, and was admitted in 1897.

Sir Henry Beresford-Pierse, B.L., D.S.O., has retired from the office of Under-Treasurer of the Hon. Society of the Middle Temple, and Mr. T. F. HEWLETT has been appointed in his place. Mr. Hewlett, who is an Associate of the Institute of Chartered Accountants, has occupied the position of Chief Clerk and Accountant to the Middle Temple during the past seventeen years.

Professional Announcements.

(2s. per line.)

THRING, SHELDON & INGRAM, of 4, Queen-square, Bath, Somerset, announce that they have admitted into partnership CHRISTOPHER WILLIAM THRING, B.A. (Oxon), a son of Christopher Bevan Thring who retired in June, 1929. The firm name will remain unaltered.

AUCTIONEERING CASES AND TOPICS.

In *Bond* v. *Colvill & Alwin* (Wood Green County Court), the plaintiff sued defendants (auctioneers and estate agents) for £8, money had and received on her behalf, and defendants counter-claimed for £15 commission. Plaintiff admitted that, although no sale had taken place a prospective purchaser was introduced by defendants.

Defendants said the agreement was on the basis of £5 per cent. commission, and that having found a purchaser willing to pay £300 they were entitled to £15. The purchaser had paid a deposit of £30, but had subsequently withdrawn from the agreement owing to alleged misrepresentation as to the profits of the business, and had paid over £10 as compensation. Defendants had returned the deposit less £8, on plaintiff's instructions, and had rendered an account crediting her with £8 and asking for £7 in final settlement. She had given a cheque for that amount and had obtained a receipt, but the cheque had been returned "Orders not to pay." The judge found for defendants on the claim and counter-claim with costs.

CHARTERED SURVEYORS.

Mr. C. H. BEDELLS in his presidential speech at the Annual Dinner of the Surveyors Institution, rightly drew attention to the small knowledge on the part of the public of the surveyor—chartered or otherwise. He pointed out that the activities of the profession touched the life of the community at many points—housing, slum clearance, forestry, agriculture, town planning, lighting, drainage and rating, being only a few of the most important. Mr. Bedells particularly urged on members that they should see laymen understood what their designatory letters (F.S.I. and P.A.S.I.) meant, and that they were in themselves a protection. It was up to the Institution to make "chartered surveyor" as well known as "chartered accountant."

MOCK AUCTIONS BILL.

Mr. ALFRED SHORT, M.P., Under Secretary for Home Affairs, on Tuesday received a delegation at the House of Commons from various bodies interested in the progress of the Mock Auctions Bill, which has as its object the suppression of fraudulent sales of chattels by auction. Mr. W. J. Womersley, M.P., and Mr. J. H. Alpass, M.P. (the latter a practising auctioneer and estate agent of Bristol), introduced the deputation. The Bill is due for consideration by Standing Committee "B" in a few days' time.

Court Papers.

Supreme Court of Judicature.

	ROTA OF REGISTRARS IN ATTENDANCE ON			
DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1	MR. JUSTICE EVE.	MR. JUSTICE MAUGHAM.
M'nd'y Mar. 24	Mr. Hicks Beach	Mr. Ritchie	Mr. Andrews	Mr.*Hicks Beach
Tuesday .. 25	Blaker	Andrews	*More	Andrews
Wednesday 26	More	Jolly	*Hicks Beach	*More
Thursday . 27	Ritchie	Hicks Beach	*Andrews	Hicks Beach
Friday .. 28	Andrews	Blaker	More	*Andrews
Saturday .. 29	Jolly	More	Hicks Beach	More
DATE.	MR. JUSTICE BENNETT.	MR. JUSTICE CLAUSON.	MR. JUSTICE LUXMOORE.	MR. JUSTICE FARWELL.
M'nd'y Mar. 24	Mr. More	Mr. Ritchie	Mr Jolly	Mr. Blaker
Tuesday .. 25	Hicks Beach	*Blaker	Ritchie	*Jolly
Wednesday 26	Andrews	Jolly	Blaker	*Ritchie
Thursday 27	More	*Ritchie	Jolly	*Blaker
Friday .. 28	Hicks Beach	Blaker	Ritchie	*Jolly
Saturday .. 29	Andrews	Jolly	Blaker	Ritchie

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The EASTER VACATION will commence on Friday, the 18th day of April, 1930, and terminate on Tuesday, the 22nd day of April, 1930, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (20th March, 1930) 3½%. Next London Stock Exchange Settlement Thursday, 3rd April, 1930.

	Middle Price 20th Mar. 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	87½	4 11 5	—
Consols 2½%	55⅝	4 9 8	—
War Loan 5% 1929-47	102¾	4 17 4	—
War Loan 4½% 1925-45	97½	4 12 4	4 14 6
War Loan 4% (Tax free) 1929-42	100¼	3 19 10	3 19 6
Funding 4% Loan 1960-90	91	4 7 11	4 9 0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	93	4 6 0	4 7 6
Conversion 5% Loan 1944-64 "A" (First dividend £1 6s. 6d., 1st May, 1930.)	103¼	4 17 6	4 17 0
Conversion 5% Loan 1944-64 "B" (First Dividend £2 1s. 8d., 1st May, 1930.	104	4 17 6	4 17 0
Conversion 4½% Loan 1940-44	97¼	4 12 7	4 15 0
Conversion 3½% Loan 1961	78¾	4 9 5	—
Local Loans 3% Stock 1912 or after	64⅜	4 12 8	—
Bank Stock	251½	4 15 5	—
India 4½% 1950-55	84	5 7 2	5 14 0
India 3½%	63	5 11 1	—
India 3%	53	5 13 2	—
Sudan 4½% 1939-73	93	4 16 9	4 17 6
Sudan 4% 1974	85	4 16 9	4 16 6
Transval Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	82½	3 12 9	4 3 3
Colonial Securities.			
Canada 3% 1938	88	3 8 2	4 14 0
Cape of Good Hope 4% 1916-36	93	4 6 0	5 7 6
Cape of Good Hope 3½% 1929-49	81	4 6 5	5 0 0
Ceylon 5% 1960-70 (First Dividend £2 5s., 1st August, 1930.)	100¾	5 0 0	5 0 6
Commonwealth of Australia 5% 1945-75	91	5 9 11	5 11 0
Gold Coast 4½% 1956	94	4 15 9	4 18 0
Jamaica 4½% 1941-71	92	4 17 10	4 19 3
Natal 4% 1937	93	4 6 0	5 4 0
New South Wales 4½% 1935-45	83½	5 7 9	6 3 6
New South Wales 5% 1945-65	88½	5 13 0	5 15 0
New Zealand 4½% 1945	94	4 15 9	5 3 6
New Zealand 5% 1946	101	4 19 0	4 18 0
Nigeria 5% 1950-60 (First Dividend £1 15s., 1st August, 1930.)	100	5 0 0	5 1 6
Queensland 5% 1940-60	86½	5 15 7	5 18 9
South Africa 5% 1945-75	100	5 0 0	5 0 0
South Australia 5% 1945-75	87½	5 14 3	5 15 6
Tasmania 5% 1945-75	88½	5 13 0	5 14 6
Victoria 5% 1945-75	87½	5 14 3	5 15 6
West Australia 5% 1945-75	87½	5 14 3	5 15 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	62	4 16 9	—
Birmingham 5% 1946-56	100	5 0 0	4 18 6
Brighton 5% 1950-60 (First Dividend £1 5s., 1st July, 1930.)	101	4 19 0	4 18 6
Cardiff 5% 1945-65	99	5 1 0	5 1 0
Croydon 3% 1940-60	69	4 6 11	4 18 6
Hastings 5% 1947-67 (First full half year's Dividend, 1st October, 1930.)	100½	5 0 0	5 0 0
Hull 3½% 1925-55	78	4 9 9	5 1 0
Liverpool 3½% Redeemable by agreement with holders or by purchase	71	4 18 7	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	54	4 12 7	—
London City 3% Consolidated Stock after 1920 at option of Corporation	64	4 13 9	—
Manchester 3% on or after 1941	62	4 16 9	—
Metropolitan Water Board 3% "A" 1963-2003	63	4 15 3	—
Metropolitan Water Board 3% "B" 1934-2003	64	4 13 9	—
Middlesex C.C. 3½% 1927-47	83	4 4 4	5 0 0
Newcastle 3½% Irredeemable	70	5 0 0	—
Nottingham 3% Irredeemable	62	4 16 9	—
Stockton 5% 1946-66	99	5 1 0	5 1 6
Wolverhampton 5% 1946-56	101	4 19 0	4 18 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	80	5 0 0	—
Gt. Western Rly. 5% Rent Charge	97	5 3 1	—
Gt. Western Rly. 5% Preference	92	5 8 8	—
L. & N.E. Rly. 4% Debenture	77	5 3 11	—
L. & N.E. Rly. 4% 1st Guaranteed	74	5 8 1	—
L. & N.E. Rly. 4% 1st Preference	69	5 15 11	—
L. Mid. & Scot. Rly. 4% Debenture	79	5 1 3	—
L. Mid. & Scot. Rly. 4% Guaranteed	76	5 5 3	—
L. Mid & Scot. Rly. 4% Preference	70½	5 13 6	—
Southern Railway 4% Debenture	79	5 1 3	—
Southern Railway 5% Guaranteed	96	5 4 2	—
Southern Railway 5% Preference	90	5 11 1	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

ADVERTISER, having held similar extensive responsible position, desires employment rail and sea forwarding, warehouse stock-keeping, shipping. 11723

EX-OFFICER, Scotch, 31, married, seeks post. Administrative abilities. Good organiser and disciplinarian. Last three years textile factory superintendent, sole control four departments; 600 mixed labour. Knowledge engineering. Also capable salesman. Drive car. Excellent references. 11542

EX-ARMY Captain, well educated, desires position with lady or gentleman, as chauffeur, attendant, secretary or steward of golf or political club. 11724

EX-OFFICER, 30, requires situation urgently. Any position of trust; experienced in secretarial and administrative duties, accounts, correspondence; interviewing and general office routine. Good references. 1614

25 YEARS' Stock Exchange experience.—Advertiser desires post with brokers or financial house. Has increasing clientele. Capable organiser and negotiator. Wide knowledge of investments. Small salary. 11537

PRACTICES AND PARTNERSHIPS.

SOLICITOR (29), admitted 1927, Public School, experienced Conveyancing, Trust and Probate practice, desires partnership or position as Assistant with view to partnership. London or Home Counties. Capital available.—Box 361, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FOR DISPOSAL.—Practice, 30 miles from London, producing £800/£1,000 average net profit per annum. Good scope for advocate. £1,250.—Box 354, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), M.A., Oxon, Commissioner for Oaths, desires partnership in old-established Conveyancing and General Country Practice; preferably in Chester or neighbouring counties. Wide experience in conveyancing, trust and family business and general practice. Able to introduce business; necessary capital available.—Box 246, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PARTNER required in old-established conveyancing and general practice in South Coast market town (golf, shooting, boating, etc., available). Applicant must be ex-public school, articled in country, and capable of working without supervision. Some advocacy. Share £500—£600 or more, for sale. Prospects of increase. Write fully as to age, education, experience, etc.—Box 349, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FOR SALE.—Young Solicitor required to take over small general practice in Kent. London 10 miles. Advocacy and private means essential. Easy terms for suitable man.—Box 294, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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MARIA ALICE ROTH, deceased. EMMA EUGENIE ROTH, deceased.—The Certificates relating to the annuities of £9 Class "C" and £13 10s. Class "D" numbered respectively 486 and 3865, held by both the above-named deceased, late of 22, Tierney-road, Streatham Hill, Surrey, Spinsters, in the East Indian Railway Company, cannot be found. Will any person or persons who may have found such Certificates or who can give any information relative thereto please communicate with Messrs. J. D. Langton & Passmore, Solicitors, 71, Powis-street, Woolwich?

INFORMATION is wanted by the executor of his mother's estate of the present address of HERBERT S. M. McMILLAN, who left Brockville, Ontario, in the fall of 1912, and has not been heard of since.—Address all communications to John M. Davidson, R. R. No. 3, Brockville, Ontario, Canada.

"COMTAT."—Will any person knowing the whereabouts of a WILL made by the late HENRI MARCEL COMTAT, who died on January 8th in Mexico City, kindly COMMUNICATE with J. Wilson, Export Division, Dunlop Rubber Company, Limited, St. James's House, St. James's-street, S.W.1.? Telephone, Gerrard 5812.

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